

Terms Scherp Verpakkingen B.V. Chamber of Commerce No.: 24332292 VAT no: NL821667233B01

#### General

These conditions are part of all the Seller agreements and apply to all offers, deliveries and / or work conditions are deemed accepted by the Purchaser by the mere fact of the mention of the filing of our offers, order confirmations and invoices. Differing conditions by the Seller must be confirmed in writing.

A general description of the sale provisions of our customers, which take precedence over the existing conditions of his contention, we are not receiving clear confirmation from us recognized.

A party is then bound to the terms and conditions as at the conclusion of the contract or the user must understand that they understood its contents are not known.

An agreement between the Seller and the Buyer, whether or not through intermediaries from Seller closed, only binds the seller after the seller to the buyer the agreement confirmed in writing. It may by the Seller within ten working days of acceptance be revoked without the seller to pay any damages.

If the agreement covers goods that originate from India and / or Bangladesh, with indication of provenance are sold, are the terms and provisions of the CJFSA respectively BJMA apply to contracts between the Seller and the Buyer agreement supplemented by the General Conditions. If the goods originate in another country and stating that his country sold, the provisions of the usual standard applied in that country, supplemented by these Terms and Conditions. If the other country has no standard, provisions of the contract pursuant CJFSA applied insofar as they supplement these Terms.

#### Bids and offers.

A tender, offer or quotation bind Seller and serves only as an invitation to place an order by the Purchaser, unless otherwise stated.

Discrepancy between the order and confirmation of the seller is the order confirmation is decisive, unless the Purchaser against the difference within five working days from date of order confirmation objects, in which case the seller is not bound.

#### Rates.

All Seller's prices are in Euros and exclusive of VAT. Unless otherwise expressly agreed shall be borne by the Buyer the cost of packing and shipment, import and export duties and excise taxes and all other levies or taxes imposed or levied on the products and their transport.

After confirmation of the agreement, or after doing a non-binding offer, the vendor remains qualified the purchase price to reflect changes in the cost or price related in euros of freight, duties, levies, taxes and other fees, including if the change is exclusively the result of devaluation of the EU currencies against the currency in which freight, duties, levies, taxes and fees must be paid or settled.

The Seller is also entitled to the agreed purchase price to suit any price changes if after the completion of the sale but before delivery of the goods changes in the purchasing and / or sale occurred more than 3%, related to the rate EU currency, or price of the currency of the contract reads. In all these cases the Seller alternative power to dissolve the contract if and when things are not in the control of the Buyer are.

Any agreement between Buyer and Seller or declared applicable purchase price is based on the Seller and the vendor agreed purchase price. If that price is changed due to circumstances beyond the control of Seller landscape, such as scarcity or

contract by the supplier, the Seller is entitled to pass on those changes to Buyer the purchase price accordingly. Seller must use its best efforts to the original price as much as possible to maintain.

Discounts are deemed to be granted once again. Previously discounts bind us in any way for later agreements.

#### Delivery

The delivery period quoted by the Seller based on the time of concluding the agreement and conditions applicable to Seller, to the extent dependent on the performance of third parties, by that third party information provided to the Seller. The delivery period will be the retailer as much as possible be observed.

The delivery time after the Seller has confirmed the order in writing. If the Seller for the execution of the contract information or resources needed by the Purchaser to be provided, the delivery period commences on the day that all the necessary information or resources in the possession of the seller, but not earlier than the date of the written order.

Exceeding the delivery period the Buyer shall not be entitled to any compensation in this respect. Buyer in that case no right to dissolve or terminate the contract, unless the exceeding of the delivery period is such that the Buyer cannot reasonably be required on the part of the agreement intact. Purchaser is entitled to terminate the agreement or terminate to the extent strictly necessary, provided he shall give written notice to Seller and without prejudice to the Seller within three weeks after receipt of the notification to the Buyer the products yet to be provide.

If the Seller is prevented by circumstances beyond its obligations towards the buyer can meet these obligations will be suspended for the duration of the force majeure. If this lasts one month has lasted, the seller is entitled to delivery time and price to suit the then current circumstances or the agreement in whole or in part, be dissolved without the Seller to any (damage) compensation to the buyer is obliged even if Seller as a result of force majeure, any advantage.

Force majeure shall mean any of the Seller to the Seller's control, thus fulfilling his obligations towards the Purchaser is wholly or partially prevented or required to fulfill its obligations of Seller not reasonably be expected, regardless of whether that circumstance at the time the conclusion

the agreement was entered into. Such circumstances also include: war, threat of war, civil war, riot, import and export or transport bans or other impediments imposed by any authority, strikes and work exclusion, occupation and rule actions, physical and / or economic transport difficulties, fire or other disturbances , delays or other problems in the production by Seller or its suppliers and / or provided by third parties or their own transportation and / or measures of any government agency, and the lack of any government issued license.

If delivery on call is sold, the buyer must make the calls so that within 6 months after the conclusion of the agreement all matters have been fully declared, unless another call period agreed in writing. If the Buyer does not timely or non-calls out, the Seller is entitled to the remaining issues at once and make immediate payment to claim, or demand, after a period of at least 8 days to dissolve the agreement unilaterally, and to claim damages.

#### Risk and ownership.

Immediately upon the sale, the risk for all damage to the goods sold or may occur to the Buyer, unless otherwise agreed.

All delivered and to be delivered shall remain the exclusive property of the seller until all claims the Seller, at the purchaser has or will be, in any case the claims referred to

BW 3.92, paragraph 2, fully paid, including without includes the purchase price, any conditions under this agreement or the surcharges, interest, taxes, collection charges and penalty pursuant to such agreement and any work performed or to be performed. Any amount of copper is received will first be applied to payment of claims which the Seller to the Buyer may have against the Seller of a property reservation. Any further amount that the Purchaser receives the first instance to pay any interest and costs.

As long as the ownership of the items not on the purchaser has taken it may not pledge the goods or to third parties any rights thereto, except in the ordinary course of business. The buyer is obliged to first request the seller to cooperate in the establishment of a lien on the progress made by the buyer on account of delivery of goods to its customers obtained or will obtain.

Seller by Buyer irrevocably authorized the reserved goods back (have) taken without judicial intervention, notification of breach. Is reversed by the Seller, the agreement is not terminated, unless the Seller has notified the Buyer.

The buyer is obliged under retention issues that are supplied with due care and as identifiable property of the seller.

The seller is entitled to the goods delivered under retention of title and delivered to the buyer be present to take back if the buyer fails to fulfill its payment or payment difficulties or is liable to find themselves. The buyer the seller shall at all times have free access to his land and / or premises to inspect the goods and / or to exercise the rights of the seller.

If and so long as Seller owns the goods delivered, Buyer Seller shall promptly notify in writing when the products are seized or otherwise claiming (any part of) the products. Furthermore, buyer seller at the first request of the seller of the place where the goods which seller is located.

In case of attachment, (temporary) suspension of payment or bankruptcy, the Buyer immediately attaching official, administrator or trustee of the (property) rights of the Seller.

The above provisions leave the rest to the seller vested rights.

Quantities and sizes.

Seller shall be entitled to 10% more or less to deliver than the quantity stated in the contract.

Sizes of products can have a tolerance of 10% above and below the required sizes and thicknesses.

Commercials.

Buyer is obliged to goods immediately upon arrival at the destination or, if earlier, upon receipt by himself or by a third party acting, accurate (have inspected). Any complaints about defects in the goods caused by material or manufacturing errors, and differences in quantity, weight, composition or quality between the goods delivered and the purpose of confirmation and / or invoice, must be taken within 8 days after arrival of the goods be communicated in writing to Seller. Any advertising right expires if no complaint is made within the aforementioned period or if the goods wholly or more than 20% into use.

Liability and indemnification

We are not liable for damages that result from any cause, after the delivery of goods, including its use by anyone, to the customer or to third parties, in person or property occurs.

With regard to contracts for printing or otherwise marking of the goods to be delivered, the Purchaser guarantees that he is to give the contract in question is entitled, and it may or fees accruing to third parties has fully met. Seller by the

Purchaser indemnified against all claims arising from the said orders for printing, reproductions, disclosure of the buyer to the seller given copy, models, bills, photographs, lithographs, films, software, databases or any other information medium or medium other than Also, the goods delivered by Seller to Buyer and to be delivered. Seller expressly disclaims all liability under national and international regulations in the field of intellectual property, trademark and copyright it.

This guarantee is achieved by accepting the offer of the Seller or placing a purchase order by the Buyer. If and to the extent that during or after execution of the contract or infringe on rights of third parties concerning intellectual and / or industrial property in the country where the goods are limited, but also in the country or countries in which the bags in circulation and / or used, it is the Buyer the Seller in respect of claims by third parties to indemnify.

In that case, the Seller is always entitled to the execution of the agreement to suspend the edited and / or edit material to hold back.

When applying only code the Seller accepts no liability for the readability and / or its usefulness.

All goods travel at the risk of the buyer. The choice of transport, unless otherwise expressly agreed to the seller. Additional freight costs caused by rapid or express shipping or because buyer asks to send a different way than is usual for the Seller, shall be borne by Buyer.

#### Payment

Buyer will pay the amounts charged in the currency stated on the invoice, within 30 days after the invoice date to pay the Seller. All payments or the entire lot, or by delivery in installments, the goods will, at the option of Seller, or on his premises by him giro or bank account are made. All amounts charged to the Buyer without discount, deduction or set-off are met. Buyer never has the right, even in the event of a complaint, to suspend its obligations.

Buyer shall, without further notice, all amounts not later than the last day of the payment period, from that day the legal interest.

If the Purchaser after the expiry of a further payment to the amount owed and interest not paid, Buyer Seller must all extrajudicial and judicial costs. Compensate the extra costs are fixed at 15% of the expiry of the payment owed by the Buyer.

In case of late payment, the Seller shall also be entitled to delivery of other goods to suspend and / or other agreements with the Buyer to terminate or suspend its execution without receiving any compensation to be held. The Buyer is obliged to reimburse the Seller for the costs arising there from, and damages, lost profits included.

Seller reserves the right to demand a guarantee of the Purchaser for the fulfillment of his obligations, even after the partial delivery of goods. If Buyer refuses to provide the required guarantee, the seller has the right to refrain from execution or further execution to suspend, without the Buyer any right to damages against seller can assert. Purchaser is obliged to compensate the damage suffered by the Seller.

#### Dissolution

If Buyer does not properly or within a certain period or otherwise fulfill any obligation for him under any Contract, the Purchaser is in default and Seller shall be entitled, without notice or judicial intervention;

-The implementation of this agreement and any directly related agreements until payment has been sufficiently secured, and / or

That agreement, and directly related to it in whole or in part, without prejudice to Sellers other rights under any contract with the Purchaser whatsoever and without

the Seller to pay any damages.

In case of (temporary) suspension of payments, bankruptcy, closure or liquidation of the Buyer's company, all contracts with the Purchaser shall be legally terminated unless Seller Buyer within a reasonable time informs performance of (some of) the agreement (and ) require, in which case Seller without notice of default:

-Execution of the agreement (s) in question until payment has been sufficiently secured, and / or

-All its potential obligations to the Buyer to suspend, without prejudice to Sellers other rights under any contract with the Purchaser whatsoever and without any compensation to Seller.

Except in the case of a consumer purchase, the applicability of Article 6: 278 BW specifically excluded any agreement with the Buyer if Seller dissolves or otherwise impact the abolition as meant in Article 6: 278 paragraph 2 BW.

Disputes, applicable law and competent court.

In these Conditions and all agreements are subject to Dutch law, including international sales force of treaties apply. With respect to agreements referred to in Article 6: 247 2 Civil Code is explicitly provided that section 3, Title 5 of Book 6 BW inapplicable.

All in the agreement governing their implementation by the parties mentioned delivery conditions will be construed as Inco terms and the ICC in Paris proposed, even though that parties have not expressed, and to the extent not in conflict with these terms.

All disputes arising from the agreement (s) or these terms and conditions shall be subject to the jurisdiction of the competent judge in the district of Rotterdam (Netherlands).

Krimpen aan den IJssel, 01/12/2009